

## **MEMORANDUM OF AGREEMENT**

**Between**

**Missouri Department of Natural Resources  
and  
Kansas City, Missouri**

This agreement is between the Missouri Department of Natural Resources (MDNR), through its Environmental Services Program (ESP), Environmental Emergency Response (EER) Section and the City of Kansas City, Missouri, through its Director of Water Services Department (WSD).

WHEREAS, the MDNR, EER staff routinely receive inquiries and requests for technical assistance from Missouri citizens statewide on handling and disposing of household hazardous materials and household hazardous wastes, referred to collectively hereafter in this document as "household hazardous wastes";

WHEREAS, the Kansas City WSD, Household Hazardous Waste Division (HHW) has the capability to provide safe and proper storage, management, and disposal of household hazardous wastes; and

WHEREAS, it is necessary for both parties to have a common understanding of the roles and responsibilities of each party in properly addressing the needs of the citizens of the State of Missouri, specifically, with respect to requests for assistance in management and disposal of household hazardous wastes as received through the MDNR, Environmental Emergency Response phone line. NOW, THEREFORE,

### **IT IS HEREBY AGREED UPON BY THE PARTIES THAT:**

1. The MDNR, EER staff will receive, accumulate, and temporarily store household hazardous wastes at the ESP laboratory facility and will follow internal guidance specifically established for use in assisting citizens of the State of Missouri with disposal of household hazardous wastes.
2. The MDNR, EER staff will contact HHW for approval of accumulated household hazardous wastes to be transported to HHW's facility located at 4707 Deramus, Kansas City, Missouri 64120. Once approved, the MDNR, EER staff will arrange for said approved household hazardous wastes to be transported to the HHW facility.
3. The MDNR, EER staff will contact HHW personnel at 816-784-2082 and arrange a mutually agreeable time to deliver household hazardous wastes to the facility prior to transport. HHW reserves the right to reject any inappropriate shipment.

4. The MDNR, ESP will reimburse HHW at a rate based upon the total poundage of household hazardous wastes delivered per occurrence. The fee rate shall be \$50.00 for the first 100 pounds of household hazardous wastes received and an additional \$1.00 per pound for any amount over the first 100 pounds.
5. HHW will manage and dispose of any household hazardous wastes received under this agreement in accordance with all applicable federal, state, and local laws.
6. HHW will provide a written statement to MDNR, ESP indicating the total poundage of household hazardous wastes received for each delivery. Personnel from both parties will initial the statement, confirming the poundage transported/received at the facility.
7. HHW Division will invoice the MDNR, ESP at the end of each calendar month in which household hazardous wastes were received for payment. The invoice shall itemize the dates and amounts of household hazardous wastes that were received at the facility for that calendar month. The invoice shall be submitted to:

Missouri Department of Natural Resources  
Environmental Services Program  
Attention: Angie Pemberton  
P.O. Box 176  
Jefferson City, MO 65102

8. The MDNR, ESP will pay each invoice within 30 calendar days of receipt.
9. This agreement is effective from the date of last signature received and will be considered an ongoing agreement with no termination date set. The agreement may be terminated by either party upon ten (10) days' written notice to the other party.
10. This agreement may be modified as needed by written amendment agreed upon and signed by both parties.
11. Each party will promptly notify the other of changes in telephone numbers or addresses needed to fulfill the terms of this agreement.
12. Nothing in the agreement shall be construed to restrict the responsibilities or authority set forth in the Missouri Hazardous Waste Management Law or other statutes or ordinances.

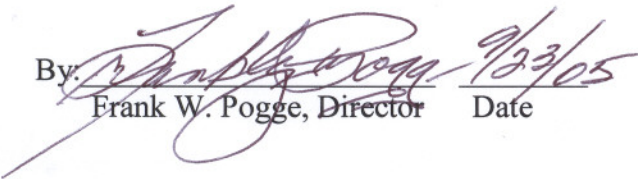


IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement in duplicate on the date of the last signatory below.

WATER SERVICES DEPARTMENT

MISSOURI DEPARTMENT OF  
NATURAL RESOURCES

By:

  
Frank W. Pogge, Director

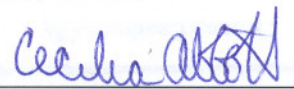
Date

By:

  
Doyle Childers, Director

Date

Approved as to form:

  
Assistant City Attorney

  
Date